

EXHIBIT A



Notice of Service of Process

null / ALL
Transmittal Number: 24176481
Date Processed: 12/09/2021

Primary Contact: General Counsel null
Mutual of Omaha
Mutual Of Omaha Plaza
3301 Dodge Street
Omaha, NE 68175-0001

Electronic copy provided to: Carla Engel
Linda Elliott
Leslie Hagg
Amy Schmitt

Entity: Mutual of Omaha Insurance Company
Entity ID Number 0665326

Entity Served: Mutual of Omaha Insurance Company

Title of Action: Christiane Cabule Sims vs. Mutual of Omaha Insurance Company

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: Wayne County Circuit Court, MI

Case/Reference No: 21-011665-CK

Jurisdiction Served: Michigan

Date Served on CSC: 12/08/2021

Answer or Appearance Due: 21 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Sohau Law
313-736-5400

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

RECEIVED

By Carla Engel at 12:27 pm, Dec 09, 2021

Approved, SCAO

Original - Court
1st Copy- Defendant2nd Copy - Plaintiff
3rd Copy -Return**STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY****SUMMONS****CASE NO.
21-011665-CK
Hon. John H. Gillis, Jr.**

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no.: 313-224-5243

Plaintiff's name(s), address(es), and telephone no(s)
SIMS, CHRISTIANE CABULE

v

Defendant's name(s), address(es), and telephone no(s).
MUTUAL OF OMAHA INSURANCE COMPANY**Plaintiff's attorney, bar no., address, and telephone no**Guy Sohau 67842
615 Griswold St Ste 400
Detroit, MI 48226-3987**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.**Domestic Relations Case**

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ _____ Court,

where it was given case number _____ and assigned to Judge _____.

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date
9/8/2021Expiration date*
12/8/2021Court clerk
Angila Mayfield

Cathy M. Garrett- Wayne County Clerk.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (9/19)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



SUMMONS

Case No. : 21-011665-CK

PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE☐ **OFFICER CERTIFICATE****OR**☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult, and I am not a party or an officer of a corporate party (MCR 2.103[A]), and that: (notarization required)

☐ I served personally a copy of the summons and complaint.

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____

List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare under the penalties of perjury that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee \$	Miles traveled \$	Fee \$	
Incorrect address fee \$	Miles traveled \$	Fee \$	Total fee \$

Signature

Name (type or print)

Title

Subscribed and sworn to before me on _____, _____ County, Michigan.

My commission expires: _____ Date Signature: _____
Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

_____ on _____
Day, date, time

_____ on behalf of _____
Signature

**STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT
CIVIL DIVISION**

CHRISTIANE CABULE SIMS

An individual

CK

Plaintiff,

VS.

MUTUAL OF OMAHA INSURANCE COMPANY

A foreign corporation

Defendant.

Sohou Law

Attorney for Plaintiff

By: Guy Sohou P-67842

615 Griswold Street, Suite 400

Detroit, MI 48226

Phone: (313) 736-5400

Fax: (313) 879-5300

E-mail: gsohou@sohoulaw.com

COMPLAINT AND DEMAND FOR TRIAL BY JURY

There are no other civil actions between these
parties or other parties arising out of the transactions or
occurrences alleged in this Complaint.

NOW COMES Plaintiff **CHRISTIANE CABULE SIMS**, an individual, by and through
her attorneys Sohoulaw Law, and for her complaint against Defendant **MUTUAL OF**
OMAHA INSURANCE COMPANY respectfully represents unto this Honorable Court
as follows:

COMMON ALLEGATIONS

1. That Plaintiff is an individual who is a resident of the City of Detroit, County of Wayne, State of Michigan.
2. That Defendant MUTUAL OF OMAHA INSURANCE COMPANY is upon information and belief a foreign for-profit corporation authorized to transact business in the State of Michigan and that regularly conducts business in Wayne County, Michigan.
3. That the amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00) exclusive of interest and costs and is otherwise within the jurisdiction of this Court.
4. Venue is proper in the Wayne County Circuit Court because this insurance policy dispute relates to an accident that occurred in Detroit, and Defendant does systematic business in the city of Detroit, County of Wayne, State of Michigan.

COUNT I: BREACH OF CONTRACT

5. Plaintiff is the surviving spouse of Robert Sims who was killed by a reckless driver on September 8, 2018.
6. This action arises out of a policy of life insurance policy issued by Defendant to Compuware Insurance as a Group life insurance policy number T 66BA-P50686 covering Compuware's employees. A true copy of the policy is attached as Exhibit 1. The face amount of the policy is \$500,000.

7. The decedent Robert Sims was an insured under the policy and Plaintiff was a beneficiary of the policy of Robert Sims.
8. The policy was, by its terms, in effect and valid on September 08, 2018.
9. Under the terms of the policy, coverage was to be extended to the insured Robert Sims with payments to be made on his death to his beneficiaries. At the time the policy was acquired, the beneficiary was Plaintiff Christiane Cabule Sims who was the insured's wife.
10. On September 08, 2018, the insured Robert Sims was killed were a careless driver hit him with his vehicle.
11. Plaintiff timely notified Defendant on the death of Robert Sims and made a claim under the policy.
12. Plaintiff delivered to Defendant, pursuant to the terms of the policy, all the required documents within a month of the death of Robert Sims.
13. Defendant confirmed receipt of all the documents but failed to make a decision.
14. On or about September 3, 2021, Plaintiff inquired through her counsel about the status of her claim which has been pending for almost three years.
15. Defendant then sent a letter to Plaintiff's counsel claiming that the claim has been denied since 2018.
16. Plaintiff informed defendant that she did not get any notice of denial and also and deemed the denial baseless.
17. Plaintiff promptly provided defendant with her position as to why the denial was not justified.

18. Defendant refused to pay the claim and has failed to provide any response to Plaintiff.
19. MCL 500.3418 et seq. and 500.3416 provide that an insurance company must make payment on a claim within a specified period of receipt of proof of the claim.
20. Defendant has denied liability for Plaintiff's claim and has failed to tender any reasonable amount of money to Plaintiff as full payment of the claim in order to minimize Plaintiff's consequential damages.
21. Defendant, through its agents, representatives, employees, and investigators, failed to act fairly and reasonably in investigating Plaintiff's claim, failed to act in good faith, and failed to timely pay Plaintiff's claim. Defendant's wrongful conduct includes:
 - a. failing to make payment of Plaintiff's claim within a certain period from the date of receipt of proof of loss as required by MCL 500.3416 and MCL 500.3418
 - b. pursuing false defenses to Plaintiff's claim in an attempt to avoid, delay, or compromise payment of Plaintiff's claim when Defendant did not have sufficient evidence to support the defenses.
 - c. using false defenses to avoid its contractual obligations.
22. These actions by Defendant constitute a breach of Plaintiff's insurance contract with Defendant.
23. As a direct and proximate result of this breach of contract, Defendant remains indebted to Plaintiff for her loss.

WHEREFORE, Plaintiff respectfully requests that this court enter a judgment in her favor and against Defendant for an amount in excess of Twenty Five Thousand

Dollars that this Honorable Court deems fair and just, including but not limited to consequential damages as well as 12 percent interest, cost, and actual attorney fees.

I declare that the statements above are true to the best of my information, knowledge, and belief.

Dated: Wednesday, September 8, 2021

/s/ CHRISTIANE CABULE SIMS

CHRISTIANE CABULE SIMS
Plaintiff

Respectfully Submitted,
/s/ Guy Sohou

Guy Sohou P-67842
Attorney for Plaintiff
615 Griswold Suite 400
Detroit, MI 48226

Wednesday, September 8, 2021

ATTACHMENT 1

Copy of Policy



Eligibility: All active full-time (working 30 hours or more per week) employees of the Policyholder domiciled in the United States and their eligible dependents. Employee means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.

Dependents of enrolled Employees may also be insured, provided the requirements for eligibility are met, Spouse or Children coverage is applied for, and the proper premium paid.

No eligible person may be covered more than once under this Policy. If they are covered as an Employee, they cannot also be covered as a dependent of another Employee.

Effective Date of Individual Insurance:

Each eligible person becomes an Insured Person on the later of:

- (a) Policy effective date; or
- (b) the first day of the month following the date the eligible Employee's completed enrollment form and payroll deduction authorization are received by the Policyholder.

SCHEDULE

Policyholder: Compuware Corporation
One Campus Martius
Detroit, MI 48226

T66BA-P-050686

Certificateholder (Insured): As Specified on the Enrollment Form on File

Certificate Number: As Specified on the Enrollment Form on File

Certificate Date: January 1, 2017 or As Specified on the Enrollment Form on File, whichever is later.

Amounts of Insurance: The eligible person may select the Principal Sum for which they are to be insured.

Two (2), four (4), six (6), eight (8) or ten (10) times the Employee's BAE* up to a maximum of \$500,000

***BAE Applicable to Non-Sales Employees:**

"Basic Annual Earnings" means your monthly rate of earnings times twelve from the Sponsor in effect immediately prior to the date of the Accident. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

***BAE Applicable to Sales Employees:**

"Basic Annual Earnings" means your monthly rate of earnings times twelve from the Sponsor in effect immediately prior to the date of the Accident. Such earnings will not include overtime pay and extra compensation other than commissions and bonuses. Commissions and bonuses will be the average over the 12-month period prior to the date of the Accident. For employees not employed by Compuware for at least 12 months at time of the Accident, target commissions and bonuses will be used.

The Principal Sum Amount each Insured selects shall be the amount specified on the enrollment form on file with the Policyholder.

The eligible person may elect to purchase family coverage. If elected, the amount of Principal Sum for Dependents shall be as follows:

If there is both a spouse and one or more eligible children covered:
 Spouse's Benefit 50% of Insured's Principal Sum
 Each Child's Benefit 10% of Insured's Principal Sum

If there is a spouse but no eligible children covered:
 Spouse's Benefit 60% of Insured's Principal Sum

If there is no spouse but one or more eligible children covered:
 Each Child's Benefit 20% of Insured's Principal Sum

Note: Spouse and/or All Children coverage cannot be purchased on a "stand alone" basis, i.e., Employee participation is also required.

Principal Sum Benefits for any Insured age 70 and over shall be payable in accordance with the following schedule:

Age 70 through 74	65% of the original Principal Sum Benefit Amount
Age 75 through 79	45% of the original Principal Sum Benefit Amount
Age 80 through 84	30% of the original Principal Sum Benefit Amount
Age 85 and over	15% of the original Principal Sum Benefit Amount

Premiums:

Monthly per \$1,000 Principal Sum	
Employee Only	\$0.018
Employee & Family	\$0.028

Rider(s), if any

Paralysis Benefits

For Hemiplegia
 For Paraplegia
 For Quadriplegia
 Loss Period

Benefit Amount(s), if any

Rider 7293M

50% of Principal Sum
 75% of Principal Sum
 100% of Principal Sum
 60 Days; continuing for one year

Seat Belt Usage Benefits

Benefit Amount
 Maximum Benefit Amount

Rider 8472M

10% of Insured's Principal Sum
 \$10,000.00

Education Benefits Rider

Dependent Child Benefit
 Maximum Benefit
 Beneficiary Benefit

Rider 8790MS

2% of the Insured's Principal Sum
 \$2,500.00 per Child per Year
 \$1,000.00

Surviving Spouse Training Benefit

Maximum Benefit
 Loss Period

Rider 8187M

5% of the Insured's Principal Sum
 54 Months

Common Accident Benefit Increase
Spouse's Benefit

Rider 6800M
100% of Employee's Principal Sum

Premium Waiver
Benefit Period

Rider 0605M
12 Months

The following riders are attached to and made a part of this certificate:

Exposure and Disappearance Amendment Rider	3888M
Air Travel Coverage Amendment Rider	6798M
Complaint and Appeal Procedure	MIGRIEV-SR 0814
Claim Review and Appeal Procedures	0KW5M

101816:cy

MUTUAL of OMAHA INSURANCE COMPANY
Mutual of Omaha Plaza, Omaha, NE 68175, 402 342 7600



This certificate is issued to the Insured (called "you" or "your") named in the attached Schedule under a Group Master Policy (called "the policy") issued by Mutual of Omaha (called "we", "us" or "our") to the Policyholder. The Policyholder is named in the Schedule.

Your application and premium put this certificate in force as of the Certificate Date. That date is shown in the Schedule.

PLEASE READ

Please read your certificate. If you are not satisfied, send it back within 15 days after you receive it. Any premium you paid will be refunded. That will mean coverage was never in force.

RENEWAL AGREEMENT

As long as the policy remains in force and you remain eligible, we will renew your certificate upon receipt of the premium. The premium must be paid on or before the date it is due or during the 31-day grace period that follows. This certificate stays in force during the grace period.

PREMIUM CHANGE

Other than for a change in coverage, your premium cannot be changed unless the same change is made on all certificates of the same Form issued to persons of the same class. We will give you at least 30 days' advance written notice.

DEFINITIONS

"Dependent" means a person eligible and insured in accord with the Family Member Provisions. Only those for whom a Principal Sum is shown in the Schedule will be insured, even though this certificate refers to others.

"Injuries" means accidental bodily injuries received while insured under this certificate. They must result in covered loss independently of sickness and other causes.

"Principal Sum" means a benefit amount payable for certain covered losses. The Principal Sum applicable to you or a dependent is shown in the Schedule.

EXCEPTIONS AND LIMITATIONS

This certificate does not cover:

- (a) suicide or any attempt thereat while sane or insane;
- (b) loss caused by act of declared or undeclared war;
- (c) injuries received while participating in training exercises or maneuvers of an armed service while a member of an armed service;
- (d) injuries received while traveling by air (except as provided under the Air Travel Coverage section);
- (e) injuries received because the insured person was under the influence of any controlled substance unless administered on the advice of a physician;
- (f) injuries received because the insured person was intoxicated.

Form T66BA Cert. -- Series 13456

(****)

Certificate of Accident Insurance

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT.

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.

BENEFITS FOR SPECIFIC LOSS

When you or a dependent suffers any of the following specific losses because of injuries within 12 months from the date of the accident, we will pay for loss of:

Life	Principal Sum
Both Hands or Both Feet or Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
One Hand and One Eye or One Foot and One Eye	Principal Sum
Speech and Hearing	Principal Sum
One Hand or One Foot or One Eye	One-half Principal Sum
Speech or Hearing	One-half Principal Sum
Thumb and Index Finger of Same Hand	One-quarter Principal Sum

Loss of hand or hands, or foot or feet, means actual severance at or above the wrist joint or ankle joint, respectively. Loss of eye or eyes, speech or hearing, means the total, uncorrectable and irrecoverable loss of the entire sight, speech or hearing, respectively.

In the event you or a dependent suffers more than one of the above losses as a result of the same accident, only one of the amounts specified (the largest applicable) will be paid for all such losses. The amounts for loss of: (a) two limbs; (b) two eyes; and (c) one limb and one eye will be payable only when such double loss occurs as the result of the same accident.

AIR TRAVEL COVERAGE

You or a dependent is covered for injuries received while traveling as a passenger (not as a pilot or member of a crew) and getting on or off:

- (a) any licensed U.S. civil aircraft or its foreign equivalent:
 - (1) operated by a person holding a valid and in-force pilot certificate (other than a student certificate) of a rating authorizing him or her to operate it;
 - (2) where the primary purpose of the flight is transporting passengers or passengers and cargo;
- (b) any transport-type, multiengine fixed-wing aircraft operated by:
 - (1) the Military Airlift Command (MAC) of the United States;
 - (2) the Department of National Defence (Canada);
 - (3) the Royal Air Force Air Transport Command of Great Britain; or
- (c) any aircraft of the United States Department of Defense, other than a single-engine jet:
 - (1) operated by a pilot with proper authorization;
 - (2) where the primary purpose of the flight is transporting passengers or passengers and cargo.

FAMILY MEMBER PROVISIONS

1. **Eligibility:** Coverage is provided for your eligible family members only if you apply for coverage for them and pay the required premium. Family members eligible for coverage include your lawful spouse and dependent, unmarried children of yours and/or your spouse who are under age 19 years (23 years if enrolled as a full-time student in an accredited college or university). Your eligible children shall include any legally adopted children and foster children provided they are dependent on you for support and maintenance. Family members eligible but not covered on the Certificate Date may be covered upon acceptance, by us, of your written application and payment of any required additional premium.

2. **Newborn Children:** Any child of yours and/or your spouse born while this certificate is in force will be included automatically as a covered dependent child under this certificate until the first day of the second month following birth. Coverage for such newborn child will continue in effect thereafter, without evidence of insurability, if dependent child coverage is in effect or upon receipt by us of your written request for dependent child coverage and payment of the required additional premium prior to the end of the automatic coverage period. Coverage will be subject to all provisions of this certificate applicable to dependent child coverage.

3. Termination of Coverage: Coverage for each dependent child will terminate on the renewal date following his or her 19th birthday (23rd birthday if enrolled as a full-time student at an accredited college or university) or marriage, whichever is first.

If a dependent child, on the termination date, is incapable of self-sustaining employment by reason of mental retardation or physical handicap and is dependent upon you for support and maintenance and if satisfactory proof of incapacity is submitted to us within 31 days of termination, the coverage for such child shall continue while this certificate is in force and so long as such incapacity continues and the applicable premium is paid.

You should notify us in writing when or if an insured spouse and/or your last child is no longer eligible for coverage. If we accept a premium for spouse or child after we get your written notice, the insurance for them will continue until the end of the period for which the premium is paid. If you do not give us notice, we will refund the premium we accept for family members coverage after they are no longer eligible.

CLAIMS PROVISIONS

Notice of Claim: You must give us written notice of claim within 90 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the notice or have someone do it for you. The notice should give your name and certificate number as shown on the Schedule. Notice should be mailed to us at Omaha, Nebraska, or to any of our agents.

Claim Forms: When we receive your notice, we will send you forms for filing proof of loss. If we do not send them within 15 days, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of Loss: For a loss for which this certificate provides periodic payment, you must give us written proof of loss within 90 days after the end of the period for which we are liable. For other losses, written proof must be given within 90 days after the date of the loss. If you cannot give us proof within the time required, it may be given as soon as is reasonably possible. It must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Payment of Claims: If your certificate provides loss of time coverage, we will make periodic payment for loss of time for which benefits accrue during a period of more than one month. Subject to written proof of loss, all accrued benefits for such loss of time will be paid at the end of each month. Any balance unpaid when our liability for such loss of time ends will be paid as soon as we receive proof of loss. All other benefits will be paid as soon as we receive proof of loss.

All benefits will be paid to you, your beneficiary or your estate.

Benefits for loss of life will be paid to your beneficiary (your estate if no beneficiary is named). Other benefits unpaid at your death will be paid, at our option, to your estate or your beneficiary.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000.00 to any relative of yours who we find entitled to the payment. Payment made in good faith shall fully discharge us to the extent of the payment.

GENERAL PROVISIONS

Term of Coverage: Your coverage starts on the Certificate Date at 12:01 a.m., Standard Time where the main office of the Policyholder is located. It ends at 12:01 a.m., the same Standard Time, on the first certificate renewal date. Each time your certificate is renewed, the new term begins when the old term ends.

Premiums and Payment of Premiums: The premiums for the coverage provided under this certificate are shown in the Schedule. The first premium for each person who is to be insured is due with the person's application. A renewal premium must be paid before the end of the preceding term of insurance. All premiums and applications will be submitted to us, or to our authorized agent.

Grace Period: Your premium must be paid on or before the date it is due or during the 31-day grace period that follows. This certificate stays in force during your grace period. You always have your grace period unless we write and tell you it does not apply.

Reinstatement: Your certificate will lapse if you do not pay the premium before the end of the grace period. Your insurance will be reinstated if we accept a premium after this certificate has lapsed. The reinstated certificate only covers loss due to an injury that is received after the date of reinstatement.

Other Insurance with Us: A person may be insured under only one certificate of this Form at any one time. If a person is insured under more than one, the certificateholder may select the one that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. We will return all premiums paid (less claims paid) for certificates that do not remain in effect.

Termination: Unless otherwise shown in the Schedule or attached rider(s), your insurance will end on the first of the following dates:

- (a) The date you cease to be eligible;
- (b) The date any premium is due and unpaid, subject to the grace period; or
- (c) The date the policy terminates.

Change: Any change in coverage will become effective on the renewal date of this certificate which next follows acceptance of the change by you and us.

If there is a change in the amount or type of benefits provided to you under this certificate, such change shall apply only to loss due to an injury that is received on or after the effective date of change.

Change of Beneficiary; Assignment: Only you have the right to change the beneficiary. This right is yours unless you make a beneficiary designation that may not be changed. Consent of the beneficiary is not required to make any change in this certificate. Also, no such consent is required for surrender or assignment of this certificate.

Physical Examinations and Autopsy: We, at our expense, may have a covered person examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done (at our expense) where it is not forbidden by law.

Legal Actions: You can't bring a legal action to recover under your certificate for at least 60 days after you have given us written proof of loss. You can't start such an action more than three years after the date proof of loss is required.

Conformity with State Statutes: The provisions of this certificate must conform with the laws of the state in which the Master Policy is issued. If any do not, they are hereby amended to conform.

MUTUAL OF OMAHA INSURANCE COMPANY


Corporate Secretary



HEMIPLEGIA, PARAPLEGIA AND QUADRIPEGIA BENEFITS RIDER

This rider is made a part of the policy/certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

Rider Premium (as shown in the Schedule if no amount is shown)

DEFINITIONS

The definitions in the certificate apply to this rider. In applying them the word "rider" is substituted for the word "certificate". In addition, the following definitions apply to this rider.

"Hemiplegia" means complete loss of function of one side of the body with involvement of the arm and leg.

"Paraplegia" means complete loss of function of the lower extremities of the body with involvement of both legs.

"Quadriplegia" means complete loss of function of both the upper and lower extremities of the body with involvement of both arms and both legs.

BENEFITS

When you or a dependent suffers injuries which result in hemiplegia, paraplegia or quadriplegia commencing within 60 days after the accident and continuing for one year, we will pay benefits as follows:

For hemiplegia	One-half Principal Sum
For paraplegia	Three-quarters Principal Sum
For quadriplegia	Principal Sum

Only one of the amounts (the largest applicable) named above or in the Benefits For Specific Loss provision of the certificate will be paid for injuries resulting from one accident.

MUTUAL OF OMAHA INSURANCE COMPANY

Richard C. Anderson
Corporate Secretary



SEAT BELT USAGE BENEFITS RIDER

This rider is made a part of the policy or certificate to which it is attached and is subject to all provisions of the policy or certificate which are not in conflict with the provisions of this rider.

Rider Date (same as the Policy Date or the Certificate Date if no date is shown)

Rider Premium (included in the premium shown in the policy or certificate if no amount is shown)

DEFINITIONS

"Injuries", as used in this rider, means accidental bodily injuries which are received by the Insured or a covered dependent while insured under this rider and which result in loss of life independently of sickness and all other causes.

"Seat Belt" means any factory-installed passive restraint device or any child passive restraint device which meets published federal safety standards.

BENEFITS

When the Insured or a covered dependent receives injuries covered by the policy which result in loss of life, the Company will pay 10% of the applicable Principal Sum up to a maximum of \$10,000; if at the time of the accident the Insured or covered dependent was: (a) the operator of or a passenger in a private passenger automobile; and (b) utilizing a seat belt. Seat belt usage must be verified by a doctor, a coroner or a traffic officer, or other person of competent authority. This benefit will be payable in addition to any benefits otherwise payable under the policy.

MUTUAL OF OMAHA INSURANCE COMPANY

Richard C. Anderson
Corporate Secretary



EDUCATION BENEFITS RIDER

This rider is made a part of the policy/certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

Rider Premium (as shown in the Schedule if no amount is shown)

Dependent Child Benefit: 2% of the Insured's Principal Sum

Maximum Dependent Child Benefit: \$2,500.00 per Child per Year

Beneficiary Benefit: \$1,000.00

DEFINITIONS

The definitions in the policy/certificate apply to this rider. In applying them the word "rider" is substituted for the word "policy/certificate".

PART A.

DEPENDENT CHILD BENEFIT

Each dependent child insured under the policy on the date you receive injuries which result in payment of the Principal Sum will receive the Dependent Child Benefit if the following conditions are met:

- (a) Each such child must be a full-time student.
- (b) Benefits are limited to: (1) the Dependent Child Benefit for each year of full-time uninterrupted college or university attendance completed, during the four consecutive years following the child's graduation from the 12th grade; (2) a maximum of four annual payments; and (3) the Maximum Dependent Child Benefit.
- (c) Benefits will be paid to the eligible dependent child or to the Insured's estate at our option.

PART B.

BENEFICIARY BENEFIT

If, on the date of the accident, dependent children are insured under the policy but none qualify for the Dependent Child Benefit in Part A, we will pay the Beneficiary Benefit to your designated beneficiary.

MUTUAL OF OMAHA INSURANCE COMPANY

Richard C. Anderson
Corporate Secretary



SURVIVING SPOUSE TRAINING BENEFITS RIDER

This rider is made a part of the certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All certificate provisions not in conflict with this rider apply to this rider.

DEFINITIONS

The definitions in the certificate apply to this rider. In applying them the word "rider" is substituted for the word "certificate". In addition, the following definition applies to this rider.

"Licensed Professional or Trade School Training Program" means a certificate or degree program of a professional or trade school.

BENEFITS

In an Insured who has family coverage suffers loss of life in a covered accident, we will pay the surviving spouse within 54 months following the date of the accident, the expense incurred by the spouse not to exceed 5% of the Insured's principal sum amount. This benefit is payable for any licensed professional or trade school training program provided the spouse has:

- (a) enrolled for the purpose of obtaining an independent source of support and maintenance;
- (b) successfully completed the program; and
- (c) received a certificate or degree upon completion.

MUTUAL OF OMAHA INSURANCE COMPANY

Richard C. Anderson
Corporate Secretary



COMMON ACCIDENT BENEFIT INCREASE RIDER

This rider is made a part of the policy/certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

Rider Premium (as shown in the Schedule if no amount is shown)

DEFINITIONS

The definitions in the certificate apply to this rider. In applying them the word "rider" is substituted for the word "certificate".

BENEFIT

In the event both you and your dependent spouse die due to injuries resulting from the same accident, your spouse's Principal Sum will be 100% of your Principal Sum.

MUTUAL OF OMAHA INSURANCE COMPANY

Richard C. Anderson
Corporate Secretary



PREMIUM WAIVER RIDER

This rider is made a part of the policy or certificate to which it is attached. It is subject to all provisions of the policy or certificate which are not in conflict with this rider.

Rider Date (same as the Policy or Certificate Date if no date is shown)

Rider Premium (included in the premium shown in the policy or certificate if no amount is shown)

The policy or certificate is amended by adding the following to the General Provision called Dependent Insurance.

If the Insured, due to a covered injury, suffers loss of life, the insurance of any dependent insured hereunder will continue without premium payment until whichever of the following occurs first:

- (a) The date the spouse remarries;
- (b) The date the insurance terminates;
- (c) The date an unmarried dependent child ceases to be eligible due to age or marriage; or
- (d) The date the Benefit Period ends. The Benefit Period is shown below.

Benefit Period of 12 months beginning on the date of the Insured's death.

MUTUAL OF OMAHA INSURANCE COMPANY

Richard C. Anderson
Corporate Secretary



AMENDMENT RIDER

This rider is made a part of the policy or certificate to which it is attached and is subject to all provisions of such policy or such certificate that are not in conflict with the provisions of this rider.

Rider Date: For the policy (same as Policy Date if no date is shown)
For certificates (same as Certificate Date if no date is shown)

The following provision is hereby made a part of the policy:

EXPOSURE AND DISAPPEARANCE

If, while insured under the policy, an Insured or a dependent is unavoidably exposed to the elements because of a covered accident which results in the disappearance, sinking or damaging of a conveyance on which the Insured or dependent is covered by the policy and in which the Insured or dependent was riding, and if as a result of such exposure the Insured or dependent suffers a loss for which benefits are otherwise payable hereunder, such loss will be covered under the policy.

If, while insured under the policy, an Insured or dependent disappears because of a covered accident resulting in the sinking or disappearance of a conveyance on which the Insured or dependent is covered by the policy and in which the Insured or dependent was riding, and if the body of the Insured or dependent has not been found within 52 weeks after the date of such accident, it will be presumed, subject to no evidence to the contrary, that the Insured or dependent suffered loss of life as a result of injuries covered by the policy.

MUTUAL OF OMAHA INSURANCE COMPANY

Richard C. Anderson
Corporate Secretary



AIR TRAVEL COVERAGE AMENDMENT RIDER

This rider is made a part of the policy/certificate to which it is attached. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

DEFINITIONS

The definitions in the certificate apply to this rider. In applying them the word "rider" is substituted for the word "certificate".

AMENDMENT

Benefits are not payable under the policy/certificate for injuries received by you or a dependent on or after the Rider Date while traveling in any aircraft which is owned or leased by: (a) the Policyholder, subsidiary or affiliate of the Policyholder; or (b) a director, officer or employee of the Policyholder, subsidiary or affiliate of the Policyholder.

MUTUAL OF OMAHA INSURANCE COMPANY

Richard C. Anderson
Corporate Secretary

NOTICE OF COMPLAINT AND APPEAL PROCEDURE

We have established and will maintain procedures for hearing, researching, recording and resolving any complaints an Insured Person may have. These procedures are intended to ensure full investigation of a complaint and provide timely notification as to the progress of Our investigation.

A written Grievance may be sent to the following address:

Mutual of Omaha Insurance Company
Special Risk Claims
P.O. Box 31156
Omaha, NE 68131-0156
specialrisk.claims@mutualofomaha.com

For inquiries and/or complaints, call 1-800-524-2324. We must receive the Insured Person's complaint as soon as reasonably possible following the date of the incident or discovery that forms the basis for the Grievance. The request must be in writing. The Insured Person has the right to have the Grievance reviewed by a managerial-level person or group.

We will inform the Insured Person within 45 days after We receive the written appeal or complaint, unless an unusual circumstance requires an extension of time to investigate or consider. If this occurs, We will inform the Insured Person of the reason the additional time is needed; not to exceed another 45 days. If the extension is due to an Insured Person's failure to submit information, the period for making the determination shall be tolled until the date the insured responds to the request for additional information.

If the Grievance is not resolved to the Insured Person's satisfaction, the Insured Person may send a Grievance to the Michigan Office of Financial and Insurance Regulation for review.

The address for the Michigan Office of Financial and Insurance Regulation is:

Commissioner of Insurance
Insurance Bureau
P.O. Box 30220
Lansing, Michigan 48909
(877) 999-6442

Copies of all documents will be available for review by the Commissioner of Insurance for two years following the year the Grievance was filed.

DEFINITION

Grievance means a complaint or appeal by an Insured Person concerning any of the following:

- The availability, delivery, or quality of health care services.
- Benefits or claims payment, handling, or reimbursement for health care services.
- Matters pertaining to the contractual relationship between an insured and the insurer.

**CLAIM REVIEW
AND APPEAL PROCEDURES**
(As Federally Mandated)

For the employer-employee accidental death and/or dismemberment policy under which you are insured, this provision is effective the later of:

- (a) the effective date of the Policy; or
- (b) the date required by Federal law.

Definitions

Capitalized terms have the same meaning as shown in the Policy.

For the purposes of this provision the following term has the following meaning:

Adverse Benefit Determination means a denial, reduction or termination of, or a failure to provide or to make payment (in whole or in part) for a benefit, including any such denial, reduction, termination of, or failure to provide or make payment (in whole or in part) that is based upon the Insured Person's ineligibility for insurance under the Policy.

Claim Review Procedures

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. Please refer to the Payment of Claims provision of the Policy.

In the event an extension is necessary due to matters beyond Our control, We will notify the person submitting the claim of the extension and the circumstances requiring the extension. Extensions are limited as set forth below.

If an extension is necessary due to failure to submit complete information, We will notify the person submitting the claim of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below.

We may contact the person submitting the claim at any time for additional details about the processing of the claim.

Claim Review Decisions

- (a) Initial review: We will notify the person submitting the claim of Our claim decision within 45 days after Our receipt of the claim, unless additional information is requested as set forth below;
- (b) Extension period: 30 days; and
- (c) Maximum number of extensions: two.

If additional information is needed, We will notify the person submitting the claim within 30 days of Our receipt of the claim. Once Our request for additional information is received, the person submitting the claim will have 45 days to submit the additional information to Us. We will have a total of 105 days (which includes an additional 30-day extension, if necessary, due to circumstances beyond Our control) to process the claim. If We do not receive the additional information within the specified time period, We will make Our determination based on the available information.

Claim Denials

If a claim is denied or partially denied, the person submitting the claim will receive a written or electronic notice of the denial which will include:

- (a) the specific reason(s) for the denial;
- (b) reference to the specific Policy provisions on which the denial is based;
- (c) if applicable, a description of any additional material or information necessary to complete the claim and the reason We need the material or information;
- (d) a description of the appeal procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- (e) any other information which may be required under state or federal laws and regulations.

Opportunity To Request An Appeal

The person submitting the claim may appeal Our claim review decision in accordance with this Claim Review and Appeal Procedures provision. As part of the appeal, We will perform a full and fair review of the decision.

The request for an appeal can be written, electronically or orally submitted to Us and should include any additional information that the person submitting the claim believes may have been omitted from Our review that should be considered by Us.

The request for an appeal should include:

- (a) the name of the person for whom the claim has been submitted;
- (b) the name of the person filing the appeal;
- (c) the policy number; and
- (d) the nature of the appeal.

We will establish and maintain procedures for hearing, researching, recording and resolving any appeal. The notification of Our claim review decision will include instructions on how and where to submit an appeal.

The person submitting the claim will:

- (a) have 180 days from receipt of notification to submit a request for an appeal;
- (b) be provided the opportunity to submit written comments, documents, records and other information relating to the claim; and
- (c) be provided, upon request and free of charge, reasonable access to and copies of documents, records and other information relevant to the claim.

In reviewing the appeal We will consider all comments, documents, records and other information submitted by the person submitting the claim relating to the claim, without regard to whether such information was submitted or considered in the claim decision.

Request for an appeal authorizes Us, or anyone designated by Us, to review records relevant to the claim.

Our Response To An Appeal

Once We receive a request for an appeal, We will respond within 45 days, unless additional information is requested. If additional information is requested, the following extensions apply:

- (a) extension period: 45 days; and
- (b) maximum number of extensions: one.

We will have a total of 90 days to process the appeal.

When We make Our decision, the person submitting the claim will be provided with:

- (a) information regarding Our decision; and
- (b) information regarding other internal or external appeal or dispute resolution alternatives, if available, including any required state mandated appeal rights.

ATTACHMENT 2

Denial Letter



Mutual of Omaha Insurance Company
3300 Mutual of Omaha Plaza
Omaha, NE 68175
mutualofomaha.com

February 6, 2019

CHRISTIANNE CABULE SIMS
580 FISKE DR
DETROIT MI 48214

Group Policy No: T66BA-P-50686
Claim Number: 20170018
RE: Robert Sims

Dear Mrs. Cabule Sims:

We are sorry to learn of the loss of your husband and extend our sincere sympathy to you and your family.

We've reviewed your claim for the accidental death insurance benefits under policy number T66BA-P-50686 and find that benefits are not payable. Please let me explain our handling.

This policy does provide accidental death coverage for eligible employees subject to all policy provisions, exceptions and limitations.

According to the Exceptions and Limitations provision of the policy, "This certificate does not cover: (f) injuries received because the insured person was intoxicated."

We received and reviewed the death certificate, the State of Michigan Traffic Crash Report, the Medical Examiner's report and the NMS Labs Toxicology Report.

The death certificate indicates that your husband's death was caused by multiple injuries and that he was a pedestrian struck by a car. The manner of death was "Accident".

The Crash Report states that your husband was crossing East Jefferson, near Holcomb Street, when he stepped in front of a vehicle and was struck. The driver of the vehicle that struck him was not ticketed.

The Medical Examiner's report confirms that the death was due to multiple injuries sustained in the accident.

The Toxicology Report indicates that your husband's blood alcohol content at the time of the accident was .113%.

Based on our review of the information received, it has been determined that your husband's death was the result of injuries he received because he was intoxicated. Therefore, your claim for accidental death benefits must be denied.

In the event you wish to appeal this denial, you have the right to request a review by the Life Claims Department. This request for an appeal must be submitted within 180 days from receipt of this notice. The request should include the following information:

- (a) The Insured Person's name;
- (b) The name of the person filing the appeal if different from the Insured Person;
- (c) The Policy number; and
- (d) The nature of the appeal.

In addition to the above information, please submit any written comments, documents, records, and other information you may have related to the claim. Upon receipt, we will review and take into account all information submitted related to the claim without regard to whether such information was submitted or considered in the initial claim decision.

We will notify you of our appeal decision within 45 days after receipt of a timely appeal request, unless we determine that special circumstances require an extension of time for processing the appeal. We will provide you with written or electronic notice of our appeal decision.

If we determine that an extension is required, we will notify you in writing of the extension prior to the termination of the initial 45 day period. In no event will the extension exceed 45 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which we expect to render the appeal decision.

Other than the terms explicitly set forth in the plan documents or outlined within this letter, no specific internal rules, guidelines, protocols, standards or other similar criteria were relied upon in making this adverse benefit determination.

You are entitled to receive, upon request and free of charge, access to or copies of any information we reviewed which was relevant to your claim for benefits.

If your plan is governed by the Employee Retirement Income Security Act (ERISA), you have the right to bring a civil action suit once all administrative rights to review have been exhausted.

The policy contains the following provision regarding the filing of suit following the administrative appeal process:

Please send your appeal to:

Mutual of Omaha Insurance Company
Group Life Claims
Mutual of Omaha Plaza
Omaha, NE 68175

Mutual of Omaha Insurance Company fully reserves all rights which arise under the policy, and nothing set forth herein shall be deemed a waiver, nor an estoppel of the company's rights.

This plan provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, call 1-800-877-5176.

该计划面向母语非英语的人士提供免费语言服务，如：

- 合格的口译员
- 以其他语言提供的书面信息

如果您需要这些服务，请拨打 1-800-877-5176.

Díí náhát'áh éí saad t''aajik'eh bee áká'anída'áwo' éí díí bílagáana

bizaad doo yídiits'áigíí dóó doo yeeyálti'gíí, díí báh hóló:

- Yá éédáhósinígíí éí at'a'dáhalnee'
- háné' saad 'at'áq át'éegó bee ak'é'ashchiíngíí

Díí bee shi'ka' idóólwoot nínízin gó'éí kóji'hódílnih áqíóóqííqéáíé

Este plan proporciona servicios lingüísticos gratuitos a las personas cuyo idioma principal no es el inglés, tales como:

- Intérpretes calificados
- Información escrita en otros idiomas

Si necesita estos servicios, llame al 1-800-877-5176.

Nagbibigay ang plan na ito ng mga libreng serbisyo sa wika sa mga tao na ang primaryang wika ay hindi Ingles, Tulad ng:

- Mga kuwalipikadong pasalitangtagasalin
- Impormasyon na nakasulat sa ibang mgawika

Kung kailangan mo ng mga serbisyong ito, tumawag sa 1-800-877-5176.

If you should have any questions, I can be reached at 800-775-8805, ext. 4624 or my direct phone number is (402) 351-4624.

Sincerely,

Karen Barajas

Karen Barajas, GBDS ALMI AIAA AIRC ACS
Senior Benefit Claim Tech
Group Life Claims
402-351-4624
karen.barajas@mutualofomaha.com
402-997-1835